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HARRITY & HARRITY, LLP 11350 RANDOM HILLS ROAD SUITE 600 FAIRFAX, VA 22030			SQUIRES, BRETT S	
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**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 10/595,568	<b>Applicant(s)</b> LARSSON ET AL.
	<b>Examiner</b> BRETT SQUIRES	<b>Art Unit</b> 2431

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If no period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED. (35 U.S.C. § 133).

Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

1) Responsive to communication(s) filed on 16 January 2009.

2a) This action is FINAL.      2b) This action is non-final.

3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

4) Claim(s) 20-24, 26, 28-30 and 33-42 is/are pending in the application.

4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.

5) Claim(s) \_\_\_\_\_ is/are allowed.

6) Claim(s) 20-24, 26, 28-30 and 33-42 is/are rejected.

7) Claim(s) \_\_\_\_\_ is/are objected to.

8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

9) The specification is objected to by the Examiner.

10) The drawing(s) filed on 16 January 2009 is/are: a) accepted or b) objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a) All    b) Some \* c) None of:  
 1. Certified copies of the priority documents have been received.  
 2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

1) Notice of References Cited (PTO-892)  
 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)  
 3) Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_

4) Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_

5) Notice of Informal Patent Application  
 6) Other: \_\_\_\_\_

***Claim Rejections - 35 USC § 112***

1. Claims 29-30, 33-34, and 41 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.
2. Claim 29 recites the limitation "if not indicated by the constraint," yet no limitation is provided if indicated by the constraint. This issue is raised because the "if" conditional, by its very nature, exhibits alternative steps in the event the "if" conditional fails; the alternative step(s) may, or may not, be limited to not performing any step(s). Accordingly, the meets and bounds of the claim have not been clearly established. To remediate this issue, applicant must remove the conditional or include the alternative step(s) when the conditional fails.

***Claim Rejections - 35 USC § 102***

3. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

4. Claims 20-24, 26, 28-30, and 33-38 are rejected under 35 U.S.C. 102(e) as being anticipated by Tuoriniemi et al. (US 7,191,343).

Regarding Claim 20:

Tuoriniemi discloses a content providing device ("Network Infrastructure" and "Content Provider" See fig. 1 ref. nos. 11, 13 and col. 3 lines 15-35) providing downloadable content for an intended user of a particular communication device ("Wireless Phone" See fig. 1 ref. nos. 12 and 14), providing information about digital rights management the digital rights management including a rights object ("Rights Expression Voucher" See col. 1 lines 11-23 and lines 56-67) bound to a Subscriber Identification Module ("The content provider may describe to which device the content will be personalized. These options may include, for example, the SIM or any other type of smart card." See col. 2 lines 13-20 and "The personalization of the content is based on information contained in the rights expression voucher." See col. 4 lines 28-34) by a server via a network ("Network Infrastructure," See fig. 1 ref. no. 11 and "The content creator or provider can make decisions regarding the personalization of content without negotiating with the party that is delivering the personalized content to the end user, or with the party that is receiving the content." See col. 2 lines 52-56), providing a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining in what way the particular user is allowed to use the content related to the information about digital rights management, binding the content to the user based on information in the constraint or binding automatically based on the information about digital rights management ("The mobile phone, device, or terminal has a voucher driven on-device content personalization module for personalizing the content based on information contained in a rights expression voucher that accompanies the content." See col. 1 lines 39-55), and storing

the content under control of the digital rights management control information such that the content is bound to the intended user in the particular communication device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

Regarding Claim 21:

Tuoriniemi discloses providing the constraint to be treated and enforced as an integrated part of the digital rights management information ("The most typical implementation of the content personalization module would be as part of a Digital Rights Management engine." See col. 4 lines 11-15).

Regarding Claim 22:

Tuoriniemi discloses the constraint is bound in the content providing device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

Regarding Claim 23:

Tuoriniemi discloses the constraint is bound automatically in the particular communication device ("When the device receives content with this kind of rights expression voucher, it starts personalization operation according to personalization information." See col. 1 lines 60-62).

Regarding Claim 24:

Tuoriniemi discloses the rights object is bound to a personal identification module when the rights object arrives in the particular communications device ("The rights expression voucher may use a SIM or any other type of smart card or external, terminal connected module, IMEI, some terminal hardware function, the rights expression voucher itself, a terminal secret key, an application specific circuit, a hardware identifier, or any other fixed value from the device." See col. 2 lines 13-20).

Regarding Claim 26:

Tuoriniemi discloses in a content providing unit ("Network Infrastructure" and "Content Provider" See fig. 1 ref. nos. 11, 13 and col. 3 lines 15-35) receiving a request for content ("The examiner respectfully points out that the content is downloaded by a particular wireless phone as opposed to being broadcast to all wireless phones." See col. lines 15-26, generating a rights object ("Rights Expression Voucher" See col. 1 lines 11-23 and lines 56-67) for the content, said rights object having a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining a manner in which a particular user is allowed to use the content related to information about digital rights management, where the rights object is bound to a group of Subscriber Identification Modules ("The content provider may describe to which device the content will be personalized. These options may include, for example, the SIM or any other type of smart card." See col. 2 lines 13-20 and "The personalization of the content is based on information contained in the rights expression voucher." See col. 4 lines 28-34) by a server via a network ("Network Infrastructure," See fig. 1 ref. no. 11 and "The content creator or provider can make decisions regarding

the personalization of content without negotiating with the party that is delivering the personalized content to the end user, or with the party that is receiving the content." See col. 2 lines 52-56), and binding the content to the user based on information in the constraint such that the content providing unit ensures that the content is stored under control of the information about digital rights management ("The rights expression voucher contains information that controls the content personalization by the device." See col. 3 lines 26-30) and bound to the particular user in a particular communication device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

Regarding Claim 28:

Tuoriniemi discloses the rights object is bound to any fixed value from the wireless phone ("The International Mobile Subscriber Identity is a unique number associated with all GSM and UMTS network wireless phone users and is stored in the SIM inside the wireless phone and thus is a fixed value stored in the wireless phone." See col. 2 lines 13-20).

Regarding Claim 29:

Tuoriniemi discloses an electronic communication device having a digital rights management control unit ("Digital Rights Management engine including a content personalization module" See col. 3 lines 43-67 and col. 4 lines 1-15) arranged to provide digital rights management information associated with the particular communication device ("In a known Digital Rights Management system there is voucher

that expresses usage rights of the content. The voucher gives right for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15), where the digital rights management control unit is to use a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) that has been automatically bound to a rights object ("Rights Expression Voucher" See col. 1 lines 11-23 and lines 56-67) in the particular communication device, where the rights object is bound to a Subscriber Identification Module ("The content provider may describe to which device the content will be personalized. These options may include, for example, the SIM or any other type of smart card." See col. 2 lines 13-20 and "The personalization of the content is based on information contained in the rights expression voucher." See col. 4 lines 28-34) by a server via a network even if not indicated by the constraint ("Network Infrastructure," See fig. 1 ref. no. 11 and "The content creator or provider can make decisions regarding the personalization of content without negotiating with the party that is delivering the personalized content to the end user, or with the party that is receiving the content." See col. 2 lines 52-56), a media content store ("The examiner respectfully points out that the wireless phone inherently has a memory device for storing the downloaded content." See col. 1 lines 24-35 and col. 3 lines 22-26) arrange to store the content under control of the digital rights management control information to bind the content to the particular user in the particular communication device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39), an application unit ("Display

module," "Audio Module," "Microphone Module," and "Keyboard Module," See fig. 2 ref. nos. 15d, 15e, 15f, and 15h) connected to the media content store to enable the particular user of the particular communication device to user the content, where the digital rights management control unit is arranged to use a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining a manner in which the particular user is allowed to use the content related to the digital rights management information that is bound to the content.

Regarding Claim 30:

Tuoriniemi discloses the digital rights management control unit is arranged to use a constraint that has been bound to a rights object in the content providing unit ("The personalization of the content is based on information contained in a rights expression voucher that accompanies the content downloaded from content provider. See col. 3 lines 15-28).

Regarding Claims 33-34:

Tuoriniemi discloses the particular communication device is a mobile phone ("Wireless Phone" See fig. 1 ref. nos. 12 and 14).

Regarding Claims 35 and 38:

Tuoriniemi discloses a content providing device ("Network Infrastructure" and "Content Provider" See fig. 1 ref. nos. 11, 13 and col. 3 lines 15-35) arranged to receive a request for content ("The examiner respectfully points out that the content is downloaded by a particular wireless phone as opposed to being broadcast to all

wireless phones." See col. lines 15-26) from a particular electronic communication device ("Wireless Phone" See fig. 1 ref. nos. 12 and 14), and generate a rights object for the content ("Rights Expression Voucher" See col. 1 lines 11-23 and lines 56-67), said rights object being bound to a Subscriber Identification Module ("The content provider may describe to which device the content will be personalized. These options may include, for example, the SIM or any other type of smart card." See col. 2 lines 13-20 and "The personalization of the content is based on information contained in the rights expression voucher." See col. 4 lines 28-34) by a server via a network ("Network Infrastructure," See fig. 1 ref. no. 11 and "The content creator or provider can make decisions regarding the personalization of content without negotiating with the party that is delivering the personalized content to the end user, or with the party that is receiving the content." See col. 2 lines 52-56) and having a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining a manner in which a particular user is allowed to use the content related to digital rights management control information such that the content provider can ensure that the content is stored under control of the digital rights management control information ("The rights expression voucher contains information that controls the content personalization by the device." See col. 3 lines 26-30) and bound to the particular user in a particular communication device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

Regarding Claim 36:

Tuoriniemi discloses a system having an electronic communication device ("Wireless Phone" See fig. 1 ref. nos. 12 and 14) for communication with a content providing unit ("Network Infrastructure" and "Content Provider" See fig. 1 ref. nos. 11, 13 and col. 3 lines 15-35), the electronic communication device having a digital rights management control device ("Digital Rights Management engine including a content personalization module" See col. 3 lines 43-67 and col. 4 lines 1-15) to provide a digital rights management scheme associated with the electronic communications device, a media content store ("The examiner respectfully points out that the wireless phone inherently has a memory device for storing the downloaded content." See col. 1 lines 24-35 and col. 3 lines 22-26), and an application unit ("Display module," "Audio Module," "Microphone Module," and "Keyboard Module," See fig. 2 ref. nos. 15d, 15e, 15f, and 15h) connected to the media content store to enable a user of the electronic communication device to use content that has been downloaded to the media content store, where the digital rights management control unit is to use a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining a manner in which the user is allowed to use the content, the content providing device ("Network Infrastructure" and "Content Provider" See fig. 1 ref. nos. 11, 13 and col. 3 lines 15-35) to receive, from electronic communication device, a request for content from electronic communications device, generate a rights object for the content ("The personalization of the content is based on information contained in a rights expression voucher that accompanies the content." See col. 3 lines 26-28), said rights object being bound to a Subscriber Identification

Module ("The content provider may describe to which device the content will be personalized. These options may include, for example, the SIM or any other type of smart card." See col. 2 lines 13-20 and "The personalization of the content is based on information contained in the rights expression voucher." See col. 4 lines 28-34) by a server via a network ("Network Infrastructure," See fig. 1 ref. no. 11 and "The content creator or provider can make decisions regarding the personalization of content without negotiating with the party that is delivering the personalized content to the end user, or with the party that is receiving the content." See col. 2 lines 52-56) and having the constraint such that the content providing device can ensure that the content is stored under control of the digital rights management scheme and bound to the user in the electronic device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

Regarding Claim 37:

Tuoriniemi discloses a method for transmitting a request for content to a content providing device ("The examiner respectfully points out that the content is downloaded by a particular wireless phone as opposed to being broadcast to all wireless phones." See col. lines 15-26), and receiving a rights object for the content ("The personalization of the content is based on information contained in a rights expression voucher that accompanies the content." See col. 3 lines 26-28), said rights object being bound to a Subscriber Identification Module ("The content provider may describe to which device the content will be personalized. These options may include, for example, the SIM or

any other type of smart card." See col. 2 lines 13-20 and "The personalization of the content is based on information contained in the rights expression voucher." See col. 4 lines 28-34) by server via a network ("Network Infrastructure," See fig. 1 ref. no. 11 and "The content creator or provider can make decisions regarding the personalization of content without negotiating with the party that is delivering the personalized content to the end user, or with the party that is receiving the content." See col. 2 lines 52-56) and having a constraint ("The rights expression voucher gives rights for using, copying, forwarding, saving, previewing, etc." See col. 1 lines 11-15) defining a manner in which a particular user is allowed to user the content related to information about digital rights management such that the content providing device can ensure that the content is stored under control of digital rights management control information ("The rights expression voucher contains information that controls the content personalization by the device." See col. 3 lines 26-30) and bound to the particular user in the electronic communication device ("After personalization, the content is not usable if the device used for personalization is not available; and the personalized content can only be used in common with that device." See col. 3 lines 36-39).

5. Claims 20, 26, 29, and 35 are rejected under 35 U.S.C. 102(e) as being anticipated by Kontio et al. (US 2004/0249768).

Regarding Claims 20, 26, 29, and 35:

Kontio discloses digital rights management in a mobile communications environment that in a content providing device ("Retail Content Service" See fig. 1 ref.

no. 110) provides a downloadable content ("Content Package" See fig. 1 ref. no. 135) for an intended user of a particular communication device ("Receiving Terminal" See fig. 1 ref. no. 140), providing information about digital rights management ("The system discloses herein captures the usage rules, rights, and business rules in a Mobile Rights Voucher and stores the digital content and Mobile Rights Voucher as distinct objects in a content package." See paragraph 93), the digital right management including a rights object ("Mobile Rights Voucher" See paragraphs 93-96) bound to a Subscriber Identification Module ("User Identification 'IMEI:123456789123456789'," See fig. 3B lines 38-40 and paragraph 97 [The examiner respectfully points out that it is inherent that the IMEI is stored in the SIM card of the receiving terminal phone.]) by a server ("Voucher System" See fig. 2 ref. no. 230) a via a network ("Personal Area Network" and "Cellular Network" See fig. 1 ref. nos. 120 and 130), providing a constraint defining a manner in which the particular user is allowed to use the content related to the information about digital rights management ("The voucher identifies an asset, lists the usage and associated constraints for the asset, includes meta-information to identify a voucher service, the asset, and a payment transaction method, and provides a mechanism to unlock the asset if protection is used." See paragraph 94), binding the content to the user based on information in the constraint or binding automatically based on the information about digital rights management ("Default constraints 340 specifies the individual UID 'IMEI 123456789123456789' as the constraint lines 30 through 40 illustrate the integrity protection constraints for Nokia Rights Voucher 300." See paragraph 97), and storing the content under control of the digital rights

management control information where the content is bound to the intended user in the particular communication device ("The user either receives the content bundled with the Mobile Rights Voucher or downloads the content as an additional step." See paragraph 92).

***Claim Rejections - 35 USC § 103***

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

7. Claims 39-42 are rejected under 35 U.S.C. 103(a) as being obvious over Kontio et al. (US 2004/0249768) in view of Puthenkulam (US 2004/0192303).

Kontio discloses the above stated digital rights management in a mobile communications environment where the Mobile Rights Voucher is bound to the SIM by voucher system using the International Mobile Equipment Identity for the receiving terminal cellular phone (See paragraph 97).

Kontio does not disclose where the voucher system retrieves the International Mobile Equipment Identity for the receiving terminal cellular phone from.

Puthenkulam discloses a Home Location Register is the location to which a mobile subscriber is assigned for record purposes, the records including the International Mobile Equipment Identity (See paragraph 15).

It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the digital rights management system disclosed by Kontio to include using a home location register such as that taught by Puthenkulam in order to lower the implementation costs of the digital rights management system by relying on existing telecommunications infrastructure to store the user identification data.

***Response to Arguments***

8. Applicant's arguments filed January 16, 2009 have been fully considered but they are not persuasive.

In response to the applicants' argument that Tuoriniemi does not disclose the digital rights management including a rights object bound to a Subscriber Identification Module by a server via a network, the examiner respectfully points out that Tuoriniemi discloses a content provider generates a rights expression voucher that is distributed to a wireless phone via network infrastructure (See col. 2 lines 13-56). The rights expression voucher contains a field providing information about how the rights expression voucher is to be bound to the wireless phone and the content provider can select using the SIM of the wireless phone to bind the rights expression voucher to the wireless phone (See col. 2 lines 13-20). The claim language does not recite specific operations to be performed by a server for binding a rights object to a SIM, therefore a server distributing a rights expression voucher that is configured to bind to the SIM of the wireless phone satisfies that claim language.

***Conclusion***

9. The new claims filed by applicants' amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to BRETT SQUIRES whose telephone number is (571) 272-8021. The examiner can normally be reached on 9:30am - 6:00pm Monday - Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Ayaz Sheikh can be reached on (571) 272-3795. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/BS/  
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